

LUMP SUM PROPOSAL

Section 00300L CSP

In compliance with applicable City Policy and state of Texas law, including Texas Government Code Title 10, Subtitle F, Chapter 2269 and in response to this Request for Proposal, the undersigned offers the proposal for the following Project for the City of Austin, Texas:

Solicitation No.:	CLMB335
Project:	Town Lake Metro Park – Seaholm Intake Facility Phase One Rehabilitation
CIP ID#:	5217.031

Having examined the Project Manual, Drawings and Addenda, the site of the proposed Work and being familiar with all of the conditions surrounding construction of the proposed Project, having conducted all inquiries, tests and investigations deemed necessary and proper; hereby proposes to furnish all labor, permits, material, machinery, tools, supplies and equipment, and incidentals, and to perform all Work required for construction of the Project in accordance with the Project Manual, Drawings and Addenda within the time indicated for the lump sum price of:

BASE PROPOSAL	Two Million Six Hundred Fifty Thousand Dollars	\$ 2,650,000.00
(Base Proposal includes Trench Excavation Safety Systems Unit Prices)		

The Base Proposal amount will be evaluated per Section 00101CSP. Award of a Contract will be to the Offeror providing the best value to Owner. Owner reserves the right to negotiate all elements which comprise the Proposal to ensure that the best possible consideration is afforded to all concerned. The Owner and/or its Engineer or Architect may discuss with the selected Offeror options for a scope or time modification and any price change associated with the modifications.

MINIMUM WAGES: Workers on Project shall be paid not less than wage rates, including fringe benefits, as published by the Department of Labor (DOL) for Building Construction and Heavy and Highway Trades “AS APPLICABLE” and/or the minimum Wage required by City of Austin Ordinance No. 20160324-015, whichever is higher. The Total Minimum Wage required can be met using any combination of cash and non-cash qualified fringe benefits provided the cash component meets or exceeds the minimum wage required.

ALTERNATES:

ALTERNATE NO. 1:	Graffiti Abatement, Building Cleaning & Protective Sealant application	\$ 40,000
ALTERNATE NO. 2:	Installation of Two 12' diameter Big Ass Fans	\$ 31,000
ALTERNATE NO. 3:	Install new TPO roof at Building 1 in lieu of Built Up Asphalt Roof	\$ (18,000)

TOTAL BID	Two Million Six Hundred Ninety Thousand Dollars	\$ 2,690,000
Includes Base Bid plus Subtotal Allowances and Alternate 1, (if accepted at Contract Execution)		
TOTAL BID	Two Million Seven Hundred Twenty One Thousand Dollars	\$ 2,721,000
Includes Base Bid plus Subtotal Allowances and Alternate 1 plus Alternate 2, (if accepted at Contract Execution)		
TOTAL BID	Two Million Seven Hundred Three Thousand Dollars	\$ 2,703,000
Includes Base Bid plus Subtotal Allowances and Alternate 1 plus Alternate 2 plus Alternate 3, (if		

accepted at Contract Execution)

Notes:

1. For a more detailed explanation of Bid alternates, see Section 01030.
2. **MINIMUM WAGES:** Workers on Project shall be paid not less than wage rates, including fringe benefits, as published by the Department of Labor (DOL) for Building Construction and Heavy and Highway Trades "AS APPLICABLE" and/or the minimum wage required by City of Austin Ordinance No. 20160324-015, whichever is higher. The Total Minimum Wage required can be met using any combination of cash and non-cash qualified fringe benefits provided the cash component meets or exceeds the minimum wage required.

PROPOSAL GUARANTY: A Proposal guaranty must be enclosed with this Proposal in the amount of not less than five percent (5%) of the total proposed amount. Following the opening of Proposals, Proposals may not be withdrawn for a period of **120 Calendar Days**. Contract execution will occur within this period, unless mutually agreed between the parties. The proposal guaranty may become the property of the Owner, or the Owner may pursue any other action allowed by law, if:

- Offeror withdraws its Proposal within the period stated above;
- Offeror fails to submit any required post proposal information within the period specified in Section 00020CSP or 00100CSP, or any mutually agreed extension of that period; or
- Offeror fails to execute the Contract and furnish the prescribed documentation (bonds, insurance, etc.) needed to complete execution of the Contract within five (5) Working Days from written request from Owner.

TIME OF COMPLETION: The undersigned Offeror agrees to commence work on the date specified in the written "Notice to Proceed" to be issued by the Owner and to **substantially** complete construction of the improvements, as required by the Project Manual, Drawings and Addenda for the Work within Two Hundred Seventy Four (274) **Calendar Days**. **If a Substantial Completion date has been specified, the Offeror further agrees to reach Final Completion within 30 Calendar Days after Substantial Completion as required by the Project Manual, Drawings and Addenda for the work.** The Offeror further agrees that should the Offeror fail to **substantially** complete the Work within the number of days indicated in the Proposal or as subsequently adjusted, Offeror shall pay the liquidated damages for each consecutive day thereafter as provided below; unless the Owner elects to pursue any other action allowed by law.

LIQUIDATED DAMAGES: The Offeror understands and agrees that the timely completion of the described Work is of the essence. The Offeror and Owner further agree that the Owner's actual damages for delay caused by failure to timely complete the Project are difficult, if not impossible to measure. However, with respect to the additional administrative and consultant costs to be incurred by Owner, the reasonable estimate of such damages has been calculated and agreed to by Owner and Offeror. Therefore, the Offeror and the Owner agree that for each and every **Calendar Day** the Work or any portion thereof, remains incomplete after the **Substantial Completion** date as established by the above paragraph, Time of Completion, payment will be due to the Owner in the amount of \$760 per **Calendar Day** as liquidated damages, not as a penalty, but for delay damages to the Owner. **If both Substantial and Final Completion dates have been specified, the Offeror and the Owner further agree that for each and every Calendar Day the Work or any portion thereof, remains incomplete after the Final Completion date as established by the above paragraph, Time of Completion, payment will be due to the Owner in the amount of Seven Hundred Sixty dollars (\$760) per Calendar Day as liquidated damages, not as a penalty, but for delay damages to the Owner.** Such amount shall be deducted by the Owner from any Contract payment due. In the event of a default or breach by the Contractor and demand is made upon the surety to complete

the project, in accordance with the Contract Documents, the surety shall be liable for liquidated damages pursuant to the Contract Documents in the same manner as the Contractor would have been.

WAIVER OF ATTORNEY FEES: In submitting its proposal, in consideration for the waiver of its right to attorney's fees by the Owner, the Offeror knowingly and intentionally agrees to and shall waive the right to attorney's fees under Section 271.153 of the Texas Local Government Code in any administrative proceeding, alternative dispute resolution proceeding, or litigation arising out of or connected to any Contract awarded pursuant to this solicitation process.

MINOR INFORMALITY: Owner reserves the right to reject any or all Proposals and to waive any minor informality in any Proposal or solicitation procedure (a minor informality is one that does not affect the competitiveness of the Offer).

ADDENDA: The undersigned acknowledges receipt of the following addenda:

Addendum No. 1 dated	<u>February 15</u>	Received	<u>02/16/21</u>
Addendum No. 2 dated	<u>February 18</u>	Received	<u>02/18/21</u>
Addendum No. 3 dated	<u>February 25</u>	Received	<u>02/25/21</u>
Addendum No. 4 dated	<u>March 4</u>	Received	<u>03/05/21</u>
Addendum No. 5 dated	<u>March 10</u>	Received	<u>03/12/21</u>

PROPOSAL DOCUMENT EXECUTION AND ACKNOWLEDGEMENT: The undersigned Offeror certifies that the Offeror has read and understands Section 00020 Invitation for Proposals, Section 00100 Instructions to Offerors, and all other requirements applicable to the Proposal process provided in the Proposal and Contract Documents.

OFFEROR'S CERTIFICATION OF NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING (Section 00440): The undersigned Offeror, by its signature, represents and certifies that it has read and can affirmatively swear and subscribe to the statements in Section 00440 Non-Collusion, Non-Conflict of Interest, and Anti-Lobbying Certification. If the Offeror cannot affirmatively swear and subscribe to any of the statements in Section 00440, Offeror represents and certifies that it has provided a detailed written explanation with its Proposal on separate pages annexed hereto. The undersigned Offeror further certifies that it has not in any way directly or indirectly had communication restricted in the City Code Chapter 2-7, Article 6 (Anti-Lobbying and Procurement) during the No-Lobbying Period as defined in Chapter 2-7.

OFFEROR'S CERTIFICATION AS TO NONRESIDENT PROVISIONS (Section 00475): The undersigned Offeror certifies that it has read Section 00475 Nonresident Offeror Provisions and **Offeror certifies that Offeror is a resident of** Texas (Offeror must write in the blank the state of which Offeror is a resident).

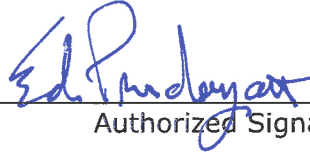
The undersigned, by their signature, represents that they are submitting a binding offer and are authorized to bind the respondent to fully comply with the solicitation documents contained herein. The Respondent, by submitting and signing below, certifies that they have received and read all sections of the entire solicitation document including all revisions, addenda and documents incorporated by reference, and agree to be bound by the terms therein.

Corporate Secretary, *if Offeror is a Corporation

Balfour Beatty Construction, LLC

Offeror

Email for Secretary

 Ed Prendergast

Authorized Signature/Print Name

(Seal)

Vice President/BUL, Austin

Title

March 22, 2021

Date

1250 S. Capital of Texas Hwy, Bldg. 1, Ste. 250

Austin, TX 78746

Address

214.316.3824 512.445.2434

Telephone Number / FAX Number

eprendergast@balfourbeattyus.com

Email for Person Signing Proposal

eprendergast@balfourbeattyus.com

Email for Offeror's Primary Contact Person

End